

Master Plan for Headquarters

AT [redacted]
OL/Building Planning Staff
c/o OL/LSD - 3E14 Hqs

ST

AT C/PD/OL
[redacted]

Joey,

One of the contractors for the referenced project, WVKR, Inc. has requested a copy of the "Existing Site Development Plan" and the "Existing Landscape Plan" which were displayed during the interview sessions. Enclosed are eight copies of these plans for your disposition to all the contractors and file.

/s/ Paul

Paul

Att: A/S

OL/BPS/ [redacted] (15Jun81) STA

Distribution:

Orig PRS - C/PD/OL Attn [redacted]
w/atts

- 1 - OL/BPS subj w/o att
- 1 - OL/BPS chrono w/o att

ATTACHMENT "A"

ADMINISTRATIVE INFORMATION

A. PROPOSAL INSTRUCTIONS:

Contractor is invited to propose on the accomplishment of the work described in the attached "Statement of Work" dated 01 June 1981.

Each proposal should be sufficiently complete and organized to ensure that evaluation can be made on the basis of its content. Elaborate binders, graphics, brochures, appendixes, and illustrations are neither necessary nor desired. Legibility, completeness, and adherence to format are essential.

Submit an original and two copies.

1. General Information:

This portion of the proposal is to include the following:

- a. Firm's Name: The complete name, address, and telephone number of the Offeror.
- b. Firm's Contact: The name, title, and telephone number, including area code of the individual with authority to negotiate and contractually bind the company.
- c. Facilities: A description of the firm's location and facilities.
- d. Workload: A statement as to other projects, or contract commitments which could affect the performance of service on this project.

2. Project Information:

This portion of the proposal is to include the following details relating specifically to this project:

- a. Understanding: A statement of the project scope and purpose in the Offeror's own words to demonstrate his complete understanding of intent, requirements, and constraints.

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- b. Approach: A commentary in the Offeror's own words describing the details of his proposed approach to comply with the solicitation. This will include a logical description of the steps to accomplish the project. A graphic-type diagram of the steps should be included to clarify the relationships and timing of tasks.
- c. Personnel to be assigned to project:
 - (1) Team organization chart.
 - (2) Key personnel (include educational, professional, and experience resumes and task assignments for the project).
 - (3) Other personnel (include educational, professional, and experience resumes and task assignments for the project).
 - (4) Subcontractors (include resumes, qualifications, and extent of involvement in the project).
 - (5) A statement of commitment by the Offeror that personnel named in the team organization chart will in fact be actively assigned to the project.

3. Experience:

This portion of the proposal is to include information demonstrating experience and capability in the following select areas:

- a. Master Planning: A synopsis of the firm's experience in preparing Master Development Plans for large installations.
- b. Environmental Problems: A synopsis of the firm's experience in analyzing environmental problems.
- c. Washington Metropolitan Area: List projects completed or underway which demonstrate the firm's familiarity with the area.

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- d. NCPC Approval Process: A synopsis of the firm's experience in preparing Master Plans and Environmental Assessments for NCPC approval.
- e. Projects: Information on three previous projects, most similar to this one, which will establish the qualifications, experience, and achievements. Include approximate contract fee amounts. (The cost for your service--not the implementation cost for the entire project.) Reference Sources (name of client, point of contact, address, telephone number, etc.) The Government reserves the right to make inquiries of former clients and to adjust the qualitative evaluation on the basis of such information. Each of the three projects will be rated on the basis of relevancy (How close do the primary factors investigated/analyzed correspond to the primary factors which will be of concern in this project?)

4. Price Information:

The proposed firm fixed price for performance of this project shall be submitted in Department of Defense 633 format with supporting detail. Award may be made based on initial offers received without discussing said offers. Accordingly, each initial offer should be submitted on the most favorable terms that the Offeror can submit to the Government.

B. CONTRACT:

It is anticipated that subject project will be accomplished under a Firm Fixed Price plus Incentive Contract. The contract incentive will be awarded on the basis of the following percentages of the total contract price:

1. Two Percent:

Successfully meeting all submission dates specified in the Statement of Work with a product that meets the approval of the Government.

2. Four Percent:

Formal presentation of the Final Master Plan and the Amended Environmental Assessment to the National Capital Planning Commission on or before their regularly scheduled meeting in January 1982.

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3. Two Percent:

Upon formal approval of the Final Master Plan and Amended Environmental Assessment by the National Capital Planning Commission.

C. BASIS FOR EVALUATION AND AWARD:

An evaluation panel will review and evaluate the proposals on the basis of the following criteria, which are listed in descending order of importance:

1. Project Information.
2. Experience.
3. Price.
4. General Information.

ATTACHMENT "B"

STATEMENT OF WORK

1. Background

When the CIA Headquarters Building was designed and constructed (1955-1962), funding constraints made it impossible for the Agency to be consolidated in one location. Personnel and functions not accommodated in the new Headquarters Building remained in other facilities in the District of Columbia, and Northern Virginia.

A preliminary Master Plan was approved by NCPC on December 7, 1972 which provided for the consolidation of CIA personnel and functions at the Langley site. To achieve this, construction of new building clusters containing 1,000,000 gross square feet of office space was recommended.

Nine years have passed since the preliminary Master Plan was approved. In the intervening periods, there have been changes in space requirements and design strategies that may make the proposed campus plan obsolete. The space requirements for consolidation are still approximately 1,000,000 square feet of gross area which will include approximately 70 percent office space and 30 percent special equipment or computer space.

In view of the foregoing, there is a need for the preparation of the Final Master Plan for the CIA which will examine the concepts prescribed in the preliminary Master Plan and incorporate any new design ideas for the consolidation of the Agency.

Along with the preparation of the Final Master Plan, an amended Environmental Assessment must also be prepared to examine the relationship of the site's development to national, regional, and local plans, long- and short-term uses of the environment, unavoidable adverse environmental impacts, and irreversible and irretrievable commitment of resources.

It is the intent of the project to receive NCPC approval of a Final Master Plan and an Amended Environmental Assessment.

2. Scope of Work

The Contractor shall perform professional services necessary for this project. Such services shall include the following:

a. Project Activity Network Plan

Prepare and submit for approval by the Contracting Officer five (5) copies of a narrative and graphic activity network plan for the conduct of the project work phases. The plan is to include a detailed

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network diagram listing all key activities with related completion time frames. The narrative portion of the plan shall include a discussion of the network and network phasing rationale, shall reflect the Contractor's knowledge of applicable laws and regulations and their impact on the project, and shall include a listing of Federal, state, and local and private or public agencies and/or community/citizens groups whose input and comments are considered vital to the successful accomplishment of the project.

b. Final Master Plan and Amended Environmental Assessment

The Contractor shall perform the following services in connection with the preparation of a final Master Development and Master Utility Systems Plan and the preparation of amended Environmental Assessment.

(1) After initial review of the existing information in the Preliminary Master Plan and the Environmental Assessment, the Contractor will meet with C.I.A. staffs and receive guidance on: (a) revision and updating of previously compiled data (b) transportation, street traffic, and parking.

(2) Prepare and submit for approval by the Contracting Officer ten (10) copies of an outline of the amended Environmental Assessment in accordance with GSA Order PBS 1095.4A, "Preparation of Environmental Assessments and Environmental Impact Statements."

(3) Prepare and submit for approval by the Contracting Officer ten (10) copies of a draft Final Master Development Plan or modification or alteration of the current approved Preliminary Master Development Plan, depending on the land use and/or disposition alternative selected by the Contracting Officer, together with a draft Master Utility Systems plan in support of the physical development plan. These plans shall include preliminary plans and drawings delineating land use, building mass, circulation patterns (pedestrian, vehicular and service facilities), proposed project phasing, space use by functional category, cooperative use options, elevations, landscape treatment, special features, utility systems, etc., with appropriate text, study model, maps, photographs and other illustrative material.

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(4) Prepare and submit for approval by the Contracting Officer ten (10) copies of a preliminary text of the amended Environmental Assessment. Consult with and obtain the views of staff officials so as to accurately reflect official agency positions. Documentation submitted shall include an Administrative Record of all meetings, to include the name of the official contacted, the date, the subject discussed and the Agency position thereon; a listing of all Federal, regional and local agencies and other interested parties from whom comments have been received; descriptions of any measures that must be taken by the C.I.A. or the General Services Administration or other agencies in the development of a course of action to minimize adverse environmental effects resulting from the proposed Federal action; a listing and description of those actions which the responsible agencies propose to initiate in order to avoid or to the greatest extent possible any adverse environmental impacts likely to result from the proposed Federal action; and selected photographs, maps, sketches and drawings reflecting a visual documentation of the selected Master Development and Utility Systems Plans.

(5) Prepare and submit for approval by the Contracting Officer ten (10) copies of estimated cost data for total plan implementation. Cost data shall be developed to show cost for major parts of the project such as site work, utilities, foundations, building shell, finishes, plumbing, HVAC, electrical, and special equipment.

(6) Make presentations of the draft Final Master Development Plan and Utility Systems Plan drawings and other pertinent plans and amended Environmental Assessment documentation to the Contracting Officer and in conjunction with representatives of the C.I.A. and the General Services Administration, to the National Capital Planning Commission for review and comment.

(7) Submit a camera ready copy of the amended Environmental Assessment, a final Master Development Plan, and a supporting final Master Utility System Plan, all incorporating all revisions and comments of the Contracting Officer, the National Capital Planning Commission, and GSA. Working in joint participation with representatives of C.I.A. and the General Services Administration, seek to obtain the necessary approvals of the developed plan from the National Capital Planning Commission. The final Master Development Plan shall include the following:

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- (a) A site development model to a scale of 1 inch equals 100 feet of the Langley, VA site and its environs. The model shall extend at least one block beyond the immediate site boundaries to show access to the site, including access to and from the George Washington Parkway, Route 123 and Route 193. The model shall be appropriate for presentation to NCPC and other public display. All new and existing structures on the site shall be shown in block form. Parking, roadways, pedestrian plazas, bus stops, fences, building entrances, etc., shall be shown to clearly indicate access to and circulation within the site. All new and existing landscaping features shall be shown to clearly indicate extent and height of plantings. The model shall be covered with a removable Plexiglas case and be suitable for easy transport.
- (b) Three (3) mounted color photographs (20" x 30") of the model shall be submitted for presentation.
- (c) Five (5) sets of 35 mm color slides of the model.
- (d) One set of plastic film reproducible drawings (1 inch equals 100 feet or 200 feet as appropriate). .004 inch with matte finish both sides, of all development plans showing land use, building massing, circulation, utility systems, landscaping, special plan features, general index map, index of structures, etc.
- (e) Two sets of colored presentation drawings delineating redevelopment, land use, circulation systems, building massing, landscaping, space usage, sections, phasing systems, etc.
- (f) Three perspective renderings (in tempera color) of the Development Plan; one showing an overall view and two depicting special interest areas. The overall view shall be a 20" x 30" bird's-eye perspective. The special interest areas shall each be 18" x 24" eye level perspectives.

3. Schedule of Submission

The Contractor shall complete the services required in the Scope of Work and submit the required reports, drawings, and related documents to the Contracting Officer in accordance with the following schedule.

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<u>Submission</u>	<u>Calendar Days</u>
Project Activity Network Plan	14 days after Notice of Award
Amended Environmental Assessment Outline	30 days after Notice of Award
Draft Amended Environmental Assessment	70 days after approval by the Contracting Officer of the Amended Environmental Assessment Outline.
Draft Final Master Plan, Draft Master Utility Systems Plan, and estimated cost data	90 days after Notice of Award
Final Amended Environmental Assessment, Final Master Plan, and Final Master Utilities Plan and Submission to NCPC	120 days after Notice of Award
NCPC presentation	Regularly scheduled meeting in January 1982.

4. Contractor's Responsibilities

- a. Furnish written reports of his work on a monthly basis.
- b. Make one formal presentation to the Government at the completion of each phase of the contract. Make presentation to the National Capital Planning Commission as required in order to obtain their approval of the Final Master Plan and the Environmental Assessment.
- c. Confer with and obtain the views of all appropriate Federal, regional, and local government agencies, private and public utility companies, transit companies, and interested citizen/community groups.
- d. Utilize, in the performance of the contract, those personnel accepted by the Government prior to award of the Contract. Substitutions shall not be made without prior written approval of the Contracting Officer.

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- e. Verify and/or revise existing data contained in the 1972 Preliminary Master Plan and the Draft Environmental Description for the CIA in Langley, Virginia, as necessary.
- f. The Contractor shall perform Soil Test Borings at the Headquarters site to obtain soil data pertinent to the requirements of this project. The number and location of borings shall be as mutually agreed upon by the Contractor and the Government. The cost for this work shall be made as a reimburseable payment to the Contractor.
- g. The Contractor is to provide an up-to-date survey of the site at 1"=100'-0" scale showing property lines, all structures, roadways, paths, fences, contours at 2 foot intervals, the existing site utility distribution system, and landscaping features.

5. Government Responsibilities

- a. Review all material submitted by the Contractor.
- b. Furnish necessary space data in terms of net occupiable square feet for the project.
- c. Furnish necessary data on parking requirements, delivery vehicles, and motor pool operation.
- d. Make available to the Contractor copies of the 1972 Preliminary Master Plan, the Draft Environmental Description, and other available data concerning land use planning within the National Capital Region and the Langley, Virginia area. It will be the Contractor's responsibility to verify this data. Certain information contained therein has been subjected to change since the data was originally compiled and evaluated.
- e. Make available to the Contractor appropriate CIA and GSA handbooks, specification and reference data, etc., as necessary.
- f. Make available to the Contractor copies of construction drawings of the existing buildings on the site.

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- g. Make available to the Contractor copies of construction drawings for all presently planned projects on the site.
- h. Confer with and advise the Contractor on appropriate contact sources in Federal and local government agencies, public and private utility companies, and assist the Contractor in arranging meetings with designated officials.
- i. Make available to the Contractor a copy of a report entitled "Utility Reliability Study, Headquarters Building, McLean, Virginia," prepared for GSA by Henningson, Durham & Richardson, Inc. in March 1972.

6. Payment Schedule

- a. The Government will pay the Contractor the amount of the agreed to Firm Fixed Price which shall constitute full compensation for all services and materials required to perform under this Statement of Work plus the reimbursable amount for Test Borings. Progress Payments, if requested, will be made on the following percentage of completion basis:

(1) Submission to the Government and approval by the Government of the Draft Final Master Plan, Draft Master Utility System Plan, Draft Amended Environmental Assessment, and estimated cost data	35%
(2) Submission to the Government and NCPC, and approval by the Government of the Final Master Plan, Final Master Utilities System Plan, and Final Amended Environmental Assessment	45%
(3) NCPC presentation	10%
(4) NCPC approval	10%

BIDDER'S LIST

ARCHITECT-ENGINEER CONSULTANTS BEING CONSIDERED FOR MASTER PLAN STUDY

1. Daniel, Mann, Johnson, & Mendenhall
M. Paul Brott
Alan H. Rider
1709 New York Ave., N.W.
Washington, D.C. 20006
783-8778
2. Dewberry & Davis
Sidney O. Dewberry
Robert T. Skunda
8411 Arlington Blvd.
Fairfax, Virginia 22031
560-1100
3. LBC&W
Jerry R. Houston
Gregory Lukmire
Two Skyline Place, Suite 800
Falls Church, Virginia 22041
998-0100
4. McGaughy, Marshall, & McMillan
C. W. Gilliam
1750 New York Avenue, N.W.
Washington, D.C. 20006
783-8060
5. Skidmore, Owings, & Merrill
Walter W. Arensberg
1201 Connecticut Ave., N.W.
Washington, D.C. 20036
828-0700
6. VVKR, Inc.
Ray Kogan
Ron Cashion
720 N. St. Asaph St.
Alexandria, Virginia 22314
549-9200

Approved For Release 2005/12/14 : CIA-RDP89-00244R000100030028-0

SCHEDULE
ATTACHMENT D

REPRESENTATIONS, CERTIFICATIONS
AND OTHER STATEMENTS
OF OFFEROR

ACKNOWLEDGEMENTS

- 4.1 SMALL BUSINESS
- 4.2 REGULAR DEALER - MANUFACTURER
- 4.3 CONTINGENT FEE (1974 APR)
- 4.4 TYPE OF BUSINESS ORGANIZATION
- 4.5 AFFILIATION AND IDENTIFYING DATA
- 4.6 EQUAL OPPORTUNITY
- 4.7 BUY AMERICAN CERTIFICATE
- 4.8 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
(1975 OCT)
- 4.9 CERTIFICATION OF NONSEGREGATED FACILITIES (1970
AUG)
- 4.10 ACKNOWLEDGEMENT OF AMENDMENTS
- 4.11 CONTACT FOR CONTRACT ADMINISTRATION AND
AUTHORIZED
NEGOTIATOR
- 4.12 LABOR SURPLUS AREA CONCERNS
- 4.13 PLACE OF PRINCIPAL MANUFACTURE
- 4.14 GOVERNMENT PRODUCTION AND RESEARCH PROPERTY
- 4.15 CONTRACTOR'S DATA CERTIFICATION
- 4.16 PRE-AWARD, ON-SITE EQUAL OPPORTUNITY COMPLIANCE
REVIEW (1968 JUL)
- 4.17 AFFIRMATIVE ACTION PROGRAM
- 4.18 CERTIFICATION OF EQUAL EMPLOYMENT COMPLIANCE
(1974 APR)
- 4.19 EMPLOYMENT OF THE HANDICAPPED
- 4.20 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (1973
APR)
- 4.21 DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES
AND CERTIFICATION (1975 DEC)

April 1980

Certifications (Continued)

- Approved For Release 2005/12/14 : CIA-RDP89-00244R000100030028-0
- 4.22 COST ACCOUNTING STANDARDS-EXEMPTIONS FOR CONTRACTS OF \$500,000 OR LESS
 - 4.23 ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS (1975 MAR)
 - 4.24 ROYALTY INFORMATION
 - 4.25 CLEAN AIR AND WATER CERTIFICATION (1977 JUN)
 - 4.26 MINORITY BUSINESS ENTERPRISE (1976 OCT)
 - 4.27 WOMAN OWNED BUSINESS (1978 SEP)
 - 4.28 PERCENT FOREIGN CONTENT (1978 SEP)
 - 4.29 ORIGINAL EQUIPMENT MANUFACTURER
 - 4.30 CERTIFICATE OF CURRENT COST OR PRICING (1975 JUN)

Approved For Release 2005/12/14 : CIA-RDP89-00244R000100030028-0

The offeror represents and certifies as part of his offer that: (Check or complete all applicable boxes or blocks.)

4.1 SMALL BUSINESS (See "General Instructions" par. 1.1.13)

He () is, () is not, a small business concern. If offeror is a small business concern and is not the manufacturer of the supplies offered, he also represents that all supplies to be furnished hereunder () will, () will not, be manufactured or produced by a small business concern in the United States, its possessions, or Puerto Rico.

4.2 REGULAR DEALER - MANUFACTURER (Applicable only to supply contracts exceeding \$10,000.)

He is a () regular dealer in, () manufacturer of, the supplies offered.

4.3 CONTINGENT FEE (1974 APR) - See "General Instructions" par. 1.1.14.

(a) He () has, () has not, employed or retained any company or person (other than a full-time, bona fide employee working solely for the offeror) to solicit or secure this contract, and

(b) He () has, () has not, paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of this contract, and agrees to furnish information relating to (a) and (b) above, as requested by the Contracting Officer. (For interpretation of the representation, including the term "bona fide employee," see Code of Federal Regulations, Title 41, subpart 1-1.5.)

4.4 TYPE OF BUSINESS ORGANIZATION

He operates as () an individual, () a partnership, () a nonprofit organization, () a corporation, incorporated under the laws of the State of:

4.5 AFFILIATION AND IDENTIFYING DATA (Applicable only to advertised solicitations.)

Each offeror shall complete (a) and (b) if applicable, and (c) below:

certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

(1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and

(3) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

(b) Each person signing this offer certifies that:

(1) He is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above; or

(2) (i) He is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above, and as their agent does hereby so certify; and that (ii) he has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above.

4.9 CERTIFICATION OF NONSEGREGATED FACILITIES

Applicable to (1) contracts, (2) subcontracts, and (3) agreements with applicants who are themselves performing federally assisted construction contracts,

exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

Notice To Prospective Subcontractors Of Requirement For Certifications Of Nonsegregated Facilities.

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

4.10 ACKNOWLEDGMENT OF AMENDMENTS

The offeror acknowledges receipt of amendments to the Solicitation for Offers and related documents numbered and dated as follows:

AMENDMENT NO.	* DATE	**	AMENDMENT NO.	* DATE
-----	*	**	-----	*
-----	*	**	-----	*
-----	*	**	-----	*
-----	*	**	-----	*
-----	*	**	-----	*

4.11 CONTACT FOR CONTRACT ADMINISTRATION AND AUTHORIZED NEGOTIATOR

For use in the event your firm receives a contract as a result of this solicitation, please designate below the person(s) whom the Government may contact, during the period of the contract, for prompt action on matters pertaining to your administration of the contract and the person(s) authorized to conduct negotiations and contractually commit your concern.

AUTHORIZED ADMINISTRATOR:

NAME ----- ADDRESS -----
TITLE ----- TELEPHONE NO. -----

AUTHORIZED NEGOTIATOR:

(IF THIS PERSON IS NOT AUTHORIZED TO CONTRACTUALLY COMMIT YOUR CONCERN - PLEASE SO STATE)

NAME ----- ADDRESS -----
TITLE ----- TELEPHONE NO. -----

4.12 LABOR SURPLUS AREA CONCERNS

This procurement is not set aside for labor surplus area concerns. However, the offeror's status in this respect may affect entitlement to award in case of tie offers or of offer evaluation in accordance with the Buy American clause of this solicitation. In order to have his entitlement to a preference determined if those circumstances should apply, the offeror must:

(a) furnish with his offer evidence that he or his

first-tier subcontractor is a certified-eligible concern with a first preference in accordance with 29 CFR 8.7(b) and 8.9(c) or a certified-eligible concern with a second preference in accordance with 29 CFR 8.7(c) and 8.9(d), and identify below the address at which the costs he will incur on account of manufacturing or production (by himself if a certified concern or by certified concerns acting as first-tier subcontractors) amount to more than 25% of the contract price, or

(b) identify below the persistent or substantial labor surplus area in which the costs he will incur on account of manufacturing or production (by himself or his first-tier subcontractors) amount to more than 50% of the contract price. (If the offeror proposes to qualify as a persistent or substantial labor surplus area concern by including costs to be incurred by a certified concern not located in a labor surplus area, evidence of such certification must be furnished.

Failure to furnish evidence of certification by the Secretary of Labor if applicable, and to identify the locations as specified above will preclude consideration of the offeror as a labor surplus concern. Offeror agrees that if, as a labor surplus area concern, he is awarded a contract for which he would not have qualified in the absence of such status, he will perform the contract or cause it to be performed, in accordance with the obligations which such status entails.

4.13 PLACE OF PRINCIPAL MANUFACTURE

List the place(s) of principal manufacture of supplies or performance of services with approximate dollar shipments from each site under any contract resulting from this solicitation:

(AMOUNT)	(STREET ADDRESS)	(CITY)	(COUNTY)	(STATE)	(ZIP CODE)
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(AMOUNT)	(STREET ADDRESS)	(CITY)	(COUNTY)	(STATE)	(ZIP CODE)
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4.14 GOVERNMENT PRODUCTION AND RESEARCH PROPERTY

Offerors shall state below whether to their knowledge this procurement involves the acquisition of Government production and research property, the disposal of which may be restricted by patent or other rights.

4.15 CONTRACTOR'S DATA CERTIFICATION

The offeror shall certify below whether he has delivered or is obligated to deliver to the Government under any contract or subcontract the same or substantially the same technical data included in his offer; if so, he shall identify one such contract or subcontract under which such technical data was delivered or will be delivered, and the place of such delivery.

4.16 PRE-AWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW
(1968 JUL)

In accordance with regulations of the Office of Federal Contract Compliance, 41 CFR 60.1, effective July 1968, an award in the amount of \$1,000,000 or more will not be made under this solicitation unless the offeror and each of his known first-tier subcontractors (to whom he intends to award a subcontract of \$1,000,000 or more) are found, on the basis of a compliance review, to be able to comply with the provisions of the Equal Opportunity clause of this

solicitation.

4.17 AFFIRMATIVE ACTION PROGRAM

(The following certification shall be completed by each offeror whose offer is \$50,000 or more and who has 50 employees or more.)

The offeror represents that (1) he () has developed and has on file () has not developed and does not have on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (2) he () has not previously had contracts subject to the written affirmative action program requirement of the rules and regulations of the Secretary of Labor. If the response to (1) or (2) above is in the negative, offeror is requested to indicate whether the number of his employees is () 50 or more, or () less than 50.

4.18 CERTIFICATION OF EQUAL EMPLOYMENT COMPLIANCE (1974 APR)

By submission of this offer, the offeror certifies that, except as noted below, up to the date of this offer, no advice, information or notice has been received by the offeror from any Federal Government agency or representative thereof that the offeror or any of its divisions or affiliates or known first-tier subcontracts is in violation of any of the provisions of Executive Order No. 11246 of September 24, 1965, Executive Order No. 11375 of October 13, 1967, or rules and regulations of the Secretary of Labor (41 CFR, Chapter 60) and specifically as to not having an acceptable affirmative action program or being in noncompliance with any other aspect of the Equal Employment Opportunity Program. It is further certified and agreed that should there be any change in the status of circumstances certified to above between this date and the date of expiration of this offer or any extension thereof, the Government Contracting Officer cognizant of this procurement will be notified forthwith.

4.19 EMPLOYMENT OF THE HANDICAPPED

The offeror certifies with respect to the Employment of Handicapped clause as follows:

1. He () has, () has not previously been awarded a contract which included the clause. (If affirmative,

execute 2).

2. The time specified for contract performance
() exceeded ninety (90) days.
() did not exceed ninety (90) days.
(If more than ninety (90) days, execute 3).

3. The amount of the contract was () less than \$500,000, () more than \$500,000, and he () has, () has not published his program for the employment of the handicapped. (If more than \$500,000 execute 4).

4. He () has, () has not submitted the required annual report to the Assistant Secretary of Labor for Employment Standards.

5. He () has, () has not made a good faith effort to effectuate and carry out his affirmative action program.

6. He will not award subcontracts to persons or concerns that have not published programs and submitted annual reports as required by the clause.

4.20 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (1973 APR)

The offeror represents that he () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause herein or the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; that he () has, () has not, filed all required compliance reports; and that representations indicating submission of required compliance prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause.)

4.21 DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION (1975 DEC)

Any contract in excess of \$100,000 resulting from this solicitation except

- (i) when the price negotiated is based on:
(a) established catalog or market prices of commercial items sold in substantial quantities to the general public, or
(b) prices set by law or regulation, or

(ii) contracts which are otherwise exempt (see 4 CFR 331.30(b)) shall be subject to the requirements of the

Cost Accounting Standards Board.

Any offeror submitting a proposal, which, if accepted, will result in a contract subject to the requirements of the Cost Accounting Standards Board must, as a condition of contracting, submit a Disclosure Statement as required by regulations of the Board. The Disclosure Statement must be submitted as a part of the offerors proposal under this solicitation (see (a) below) unless

(i) the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards exceeding the monetary exemption for disclosure as established by the Cost Accounting Standards Board (see (b) below);

(ii) the offeror exceeded the monetary exemption in which this proposal was submitted but, in accordance with the regulations of the Cost Accounting Standards Board, is not yet required to submit a Disclosure Statement (see (c) below);

(iii) the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal (See (d) below); or

(iv) post award submission has been authorized by the contracting officer. See 4 CFR 351.73 for submission of copy of Disclosure Statement to the Cost Accounting Standards Board.

CAUTION: A practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed to practice for pricing proposals or accumulating and reporting contract performance cost data.

Check the appropriate box below.

☐ (a) CERTIFICATE OF CONCURRENT SUBMISSION OF DISCLOSURE STATEMENT(S)

The offeror hereby certifies that he has submitted, as a part of his proposal under this solicitation, copies of the Disclosure Statement(s) as follows:

(i) original and one copy to the cognizant Administrative Contracting Officer (ACO) - see DoD Directory of Contract Administration Components (DoD 4105.59H); and

(ii) one copy to the cognizant contract auditor.

DATE OF DISCLOSURE STATEMENT(S): _____
NAME(S) AND ADDRESSES OF COGNIZANT ACO(S) WHERE
FILED:

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement(s).

() (b) CERTIFICATE OF MONETARY EXEMPTION

The offeror hereby certifies that he, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated national defense prime contracts subject to Cost Accounting Standards totaling more than \$10,000,000 in either Federal Fiscal Year 1974 or 1975 or net awards of negotiated national defense prime contracts and sub-contracts subject to Cost Accounting Standards totaling more than \$10,000,000 in Federal Fiscal Year 1976 or any subsequent Federal Fiscal Year preceding the year in which this proposal was submitted.

CAUTION: Offerors who submitted or who currently are obligated to submit a Disclosure Statement under the filing requirements previously established by the Cost Accounting Standards Board are not eligible to claim this exemption unless they have received notification of final acceptance of all deliverable items on all of their prime contracts and subcontracts containing the Cost Accounting Standards clause (7-104.63(a)).

() (c) CERTIFICATE OF INTERIM EXEMPTION

The offeror hereby certifies that (i) he first exceeded the monetary exemption for disclosure, as defined in (b) above, in the Federal Fiscal Year immediately preceding the year in which this proposal was submitted, and (ii) in accordance with the regulations of the Cost Accounting Standards Board (4 CFR 351.40 (f)), he is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made by March 31 of the current Federal Fiscal Year, he will immediately submit a revised certificate to the contracting officer, in the form specified under (a) above or (b) below, as appropriate, to verify his submission of a completed Disclosure Statement.

CAUTION: Offerors may not claim this exemption if they are currently required to disclose because they exceeded monetary thresholds in Federal Fiscal Year prior to fiscal

year 1976. Further, the exemption applies only in connection with proposals submitted prior to March 31 of the year immediately following the Federal Fiscal Year in which the monetary exemption was exceeded.

() (d) CERTIFICATE OF PREVIOUSLY SUBMITTED DISCLOSURE STATEMENT(S)

The offeror hereby certifies that the Disclosure Statement(s) were filed as follows:

Date of Disclosure Statement(s): _____
Name(s) and Address(es) of Cognizant
ACO(s) where filed: _____

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement(s).

4.22 COST ACCOUNTING STANDARDS-EXEMPTION FOR CONTRACTS OF \$500,000 OR LESS (1975 XAR)

If this proposal is expected to result in the award of a contract of \$500,000 or less, the offeror shall indicate whether the exemption to the Cost Accounting Standards clause (7-10d4.83(a)) under the provisions of 4 CFR 331.30(b) (8) is claimed. Failure to check the box below shall mean that the resultant contract is subject to the Cost Accounting Standards clause or that the offeror elects to comply with such clause.

() The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of CFR 331.30 (b) (8) and certifies that he has received notification of final acceptance of all deliverable items on (i) all prime contracts or subcontracts in excess of \$500,000 which contain the Cost Accounting Standards clause, and (ii) all prime contracts or subcontracts of \$500,000 or less awarded after January 1, 1975 which contain the Cost Accounting Standards clause. The offeror further certifies he will immediately notify the Contracting Officer in writing in the event he is awarded any other contract or subcontract containing the Cost Accounting Standards clause subsequent to the date of this certificate but prior to the date of any award resulting from this proposal.

4.23 ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO
EXISTING CONTRACTS (1975 MAR)

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a) (3) of the Cost Accounting Standards clause (7-104.33(a)), require a change in his established cost accounting practices affecting existing contracts and subcontracts.

() YES

() NO

NOTE: If the offeror has checked yes above, and is awarded the contemplated contract, he will be required to comply with the Administration of Cost Accounting Standards clause (7-104.33 (b)).

4.24 ROYALTY INFORMATION (1961 AUG)

When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be furnished with offer, proposal, or quotation on each separate item of royalty or license fee:

(i) name and address of licensor;

(ii) date of license agreement;

(iii) patent numbers, patent application serial numbers or other basis on which the royalty is payable;

(iv) brief description, including any part or model numbers of each contract item or component on which the royalty is payable;

(v) percentage or dollar rate of royalty per unit;

(vi) unit price of contract item;

(vii) number of units; and

(viii) total dollar amount of royalties;

DD Form 783, Royalty Report, is approved for use in furnishing the above information. In addition, if specifically requested by the contracting officer prior to execution of the contract, a copy of the current license agreement and identification of applicable claims of specific patents shall be furnished.

4.25 CLEAN AIR AND WATER CERTIFICATION (1977 JUN)

Applicable if the bid or offer exceeds \$100,000 or the contracting officer has determined that orders an indefinite quantity contract in any year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c) (I)) or the Federal Water Pollution Control Act (33 U.S.C. 1319 (c)) and is listed by EPA, or is not otherwise exempt.

The bidder or offeror certifies as follows:

- (i) any facility to be utilized in the performance of this proposed contract is ☐, is not ☐, listed on the Environmental Protection Agency List of Violating Facilities;
- (ii) he will promptly notify the contracting officer, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- (iii) he will include substantially this solicitation certification, including this paragraph (iii), in every nonexempt subcontract.

4.26 MINORITY BUSINESS ENTERPRISE (1976 OCT)

The offeror represents that he ☐ is, ☐ is not, a minority business enterprise. A minority business enterprise is defined as a business, at least fifty percent (50) of which is owned by minority group members or, in case of publicly owned businesses, at least fifty-one percent (51) of the stock of which is owned by minority group members. For the purpose of this definition, minority group members are Negroes, Spanish-speaking American persons, American-Orientals, American Indians, American Eskimos, and American-Aleuts.

4.27 WOMAN OWNED BUSINESS (1978 SEP)

The offeror represents that the firm submitting this offer ☐ is, ☐ is not, a woman owned business. A woman owned business is a business which is, at least, (51) percent owned, controlled and operated by a woman or women. Controlled is defined as exercising the power to make policy decisions. Operated is defined as actively involved in the day-to-day management. For the purposes of this definition, businesses which are publicly owned, joint stock associations, and business trusts are exempted. Exempted

businesses may voluntarily represent that they are or are not, women owned if this information is available.

4.28 PERCENT FOREIGN CONTENT (1978 SEP)

Approximately _____ percent of the proposed contract price represents foreign content or effort.

4.29 ORIGINAL EQUIPMENT MANUFACTURER MAINTENANCE CERTIFICATION

The offeror shall certify at Initial Submission that the scheduled and/or unscheduled maintenance to be performed on the hardware listed in section F(Mandatory Requirements) will be performed by service personnel from the Original Equipment Manufacturer(OEM).

4.30 CERTIFICATION OF CURRENT COST OR PRICING DATA (1973 JUN)

This is to certify that, to the best of my knowledge and belief, cost or pricing data as defined in DAR 3.807-3, submitted either actually or by specific identification in writing to the Contracting Officer or his representative in support of

* _____

are accurate, complete, and current as of

(day) (month) (year)

Firm _____

Name _____

Title _____

Date of Execution **

April 1980

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Certification (Continued)

*Describe the proposal, quotation, request for price adjustment or other submission involved, giving appropriate identifying number (for example, RFP No. -).

**This date shall be the date when the price negotiations were concluded and the contract price was agreed to. The responsibility of the contractor is not limited by the personal knowledge of the contractor's negotiator if the contractor had information reasonably available (reference DAR 3.807-5-a). End Certifications

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